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BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of

LAURA KATHRYN SHERMAN, M.D.

Holder of License No. **34716**
For the Practice of Allopathic Medicine
In the State of Arizona.

Case No. MD-16-0059A

**INTERIM CONSENT AGREEMENT
FOR PRACTICE RESTRICTION**

INTERIM CONSENT AGREEMENT

Laura Kathryn Sherman, M.D. ("Respondent"), elects to permanently waive any right to a hearing and appeal with respect to this Interim Consent Agreement for Practice Restriction and consents to the entry of this Order by the Arizona Medical Board ("Board").

INTERIM FINDINGS OF FACT

1. The Board is the duly constituted authority for the regulation and control of the practice of allopathic medicine in the State of Arizona.

2. Respondent is the holder of License No. 34716 for the practice of allopathic medicine in the State of Arizona.

3. The Board initiated case number MD-16-0059A after receiving a complaint from Respondent's employer alleging that Respondent had been impaired at work while seeing patients on multiple occasions between August 2015 and January 2016.

4. Along with the complaint from Respondent's employer, the Board received witness statements supporting the allegation that Respondent was impaired while treating patients and had an ongoing substance abuse problem.

5. Respondent presented for an assessment with the Board's Physician Health Program ("PHP") Contractor on January 21, 2016 and was found to be unsafe to practice with treatment recommended.

1 6. The aforementioned information was presented to the investigative staff, the
2 medical consultant and the lead Board member. All reviewed the information and concur
3 that the interim consent agreement to restrict Respondent's practice is appropriate.

4 7. The investigation into this matter is pending and will be forwarded to the
5 Board promptly upon completion for review and action.

6 **INTERIM CONCLUSIONS OF LAW**

7 1. The Board possesses jurisdiction over the subject matter hereof and over
8 Respondent.

9 2. Pursuant to A.R.S. § 32-1405(C)(25) the Executive Director has authority to
10 enter into a consent agreement when there is evidence of danger to the public health and
11 safety.

12 3. Pursuant to A.A.C. R4-16-504, the Executive Director may enter into an
13 interim consent agreement when there is evidence that a restriction is needed to mitigate
14 imminent danger to the public's health and safety. Investigative staff, the Board's medical
15 consultant and the lead Board member have reviewed the case and concur that an interim
16 consent agreement is appropriate.

17 **INTERIM ORDER**

18 IT IS HEREBY ORDERED THAT:

19 1. Respondent is prohibited from engaging in the practice of medicine in the
20 State of Arizona as set forth in A.R.S. § 32-1401(22) until he applies to the Executive
21 Director and receives permission to do so as stated in paragraph 3 below. Respondent
22 may not request release from or modification of this Interim Consent Agreement for
23 Practice Restriction until he has resumed compliance with PHP monitoring and completes
24 any and all recommended evaluations and/or ongoing treatment.

25 2. If further monitoring is recommended, Respondent shall immediately enroll

1 and participate in the Board's PHP with the following terms and conditions:

- 2 a. Respondent shall not consume alcohol or any food or other substance
3 containing poppy seeds or alcohol.
- 4 b. Respondent shall not take any illegal drugs or mood altering medications
5 unless prescribed for a legitimate therapeutic purpose.
- 6 c. Respondent shall attend the PHP's Contractor's relapse prevention group
7 therapy sessions one time per week for the duration of this Interim Consent
8 Agreement, unless excused by the relapse prevention group facilitator for
9 good cause. Individual relapse therapy may be substituted for one or more
10 of the group therapy sessions, if the PHP Contractor pre-approves
11 substitution. The relapse prevention group facilitators or individual relapse
12 prevention therapist shall submit monthly reports to the PHP Contractor
13 regarding attendance and progress.
- 14 d. If requested by the PHP Contractor, Respondent shall attend ninety 12-step
15 meetings or other self-help group meetings appropriate for substance abuse
16 and approved by the PHP Contractor, for a period of ninety days. Upon
17 completion of the ninety meetings in ninety days, Respondent shall
18 participate in a 12-step recovery program or other self-help program
19 appropriate for substance abuse as recommended by the PHP Contractor.
20 Respondent shall attend a minimum of three 12-step or other self-help
21 program meetings per week. Two meetings per month must be Caduceus
22 meetings. Respondent must maintain a log of all self-help meetings.
- 23 e. Respondent shall promptly obtain a Primary Care Physician ("PCP") and
24 shall submit the name of the physician to the PHP Contractor in writing for
25 approval. Except in an Emergency, Respondent shall obtain medical care

1 and treatment only from the PCP and from health care providers to whom
2 the PCP refers Respondent. Respondent shall promptly provide a copy of
3 this Interim Consent Agreement to the PCP. Respondent shall also inform
4 all other health care providers who provide medical care or treatment that
5 Respondent is participating in the PHP. "Emergency" means a serious
6 accident or sudden illness that, if not treated immediately, may result in a
7 long-term medical problem or loss of life.

8 f. All prescriptions for controlled substances shall be approved by the PHP
9 Contractor prior to being filled except in an Emergency. Controlled
10 substances prescribed and filled in an emergency shall be reported to the
11 PHP within 48 hours. Respondent shall take no Medication unless the PCP
12 or other health care provider to whom the PCP refers Respondent prescribes
13 and the PHP Contractor approves the Medication. Respondent shall not self-
14 prescribe any Medication. "Medication" means a prescription-only drug,
15 controlled substance, and over-the counter preparation, other than plain
16 aspirin, plain ibuprofen, and plain acetaminophen.

17 g. Respondent shall submit to random biological fluid, hair and/or nail testing
18 for the remainder of this Interim Consent Agreement (as specifically directed
19 below) to ensure compliance with the PHP.

20 h. Respondent shall provide the PHP Contractor in writing with one telephone
21 number that shall be used to contact Respondent on a 24 hour per
22 day/seven day per week basis to submit to biological fluid, hair, and/or nail
23 testing to ensure compliance with the PHP. For the purposes of this section,
24 telephonic notice shall be deemed given at the time a message to appear is
25 left at the contact telephone number provided by Respondent. Respondent

1 authorizes any person or organization conducting tests on the collected
2 samples to provide testing results to the PHP Contractor. Respondent shall
3 comply with all requirements for biological fluid, hair, and/or nail collection.
4 Respondent shall pay for all costs for the testing.

5 i. Respondent shall provide the PHP Contractor with written notice of any
6 plans to travel out of state.

7 j. Respondent shall immediately notify the Board and the PHP Contractor in
8 writing of any change in office or home addresses and telephone numbers.

9 k. Respondent provides full consent for the PHP Contractor to discuss the
10 Respondent's case with the Respondent's PCP or any other health care
11 providers to ensure compliance with the PHP.

12 l. The relationship between the Respondent and the PHP Contractor is a direct
13 relationship. Respondent shall not use an attorney or other intermediary to
14 communicate with the PHP Contractor on participation and compliance
15 issues.

16 m. Respondent shall be responsible for all costs, including costs associated with
17 participating in the PHP, at the time service is rendered or within 30 days of
18 each invoice sent to the Respondent. An initial deposit of two (2) months
19 PHP fees is due upon entering the program. Failure to pay either the initial
20 PHP deposit or monthly fees 60 days after invoicing will be reported to the
21 Board by the PHP Contractor and may result in disciplinary action up to and
22 including revocation.

23 n. Respondent shall immediately provide a copy of this Interim Consent
24 Agreement to all employers, hospitals and free standing surgery centers
25 where Respondent currently has or in the future gains or applies for

1 employment or privileges. Within 30 days of the date of this Interim Consent
2 Agreement, Respondent shall provide the PHP with a signed statement of
3 compliance with this notification requirement. Respondent is further required
4 to notify, in writing, all employers, hospitals and free standing surgery
5 centers where Respondent currently has or in the future gains or applies for
6 employment or privileges of a violation of this Interim Consent Agreement.

7 o. In the event Respondent resides or practices as a physician in a state other
8 than Arizona, Respondent shall participate in the rehabilitation program
9 sponsored by that state's medical licensing authority or medical society.
10 Respondent shall cause the monitoring state's program to provide written
11 quarterly reports to the PHP Contractor regarding Respondent's attendance,
12 participation, and monitoring. The monitoring state's program and
13 Respondent shall immediately notify the PHP Contractor if Respondent is
14 non-compliant with any aspect of the monitoring requirements or is required
15 to undergo any additional treatment.

16 p. The PHP Contractor shall immediately notify the Board if Respondent is non-
17 compliant with any aspect of this Interim Consent Agreement or is required
18 to undergo any additional treatment.

19 3. Once all of the terms and conditions of this Interim Consent Agreement have
20 been met, Respondent may request, in writing, release and/or modification of this Interim
21 Consent Agreement. The Executive Director, in consultation with and agreement of the
22 Lead Board Member and the Chief Medical Consultant, has the discretion to determine
23 whether it is appropriate to release Respondent from this Interim Consent Agreement.

24 4. The Board retains jurisdiction and may initiate new action based upon any
25 violation of this Interim Consent Agreement, including, but not limited to, summarily

1 suspending Respondent's license.

2 5. Because this is an Interim Consent Agreement and not a final decision by
3 the Board regarding the pending investigation, it is subject to further consideration by the
4 Board. Once the investigation is complete, it will be promptly provided to the Board for its
5 review and appropriate action.

6 6. The Board retains jurisdiction and may initiate new action based upon any
7 violation of this Interim Consent Agreement, including, but not limited to, summarily
8 suspending Respondent's license.

9 7. This Interim Consent Agreement shall be effective on the date signed by the
10 Board's Executive Director.

11 DATED this 28th day of January, 2016.

12 ARIZONA MEDICAL BOARD

13 By Patricia E. McSorley
14 Patricia E. McSorley
15 Executive Director

16 **RECITALS**

17 Respondent understands and agrees that:

18 1. The Board, through its Executive Director, may adopt this Interim Consent
19 Agreement, or any part thereof, pursuant to A.R.S. § 32-1405(C)(25) and A.A.C. R4-16-
20 504.

21 2. Respondent has read and understands this Interim Consent Agreement as
22 set forth herein, and has had the opportunity to discuss this Interim Consent Agreement
23 with an attorney or has waived the opportunity to discuss this Interim Consent Agreement
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1 with an attorney. Respondent voluntarily enters into this Interim Consent Agreement and
2 by doing so agrees to abide by all of its terms and conditions.

3 3. By entering into this Interim Consent Agreement, Respondent freely and
4 voluntarily relinquishes all rights to an administrative hearing on the matters set forth
5 herein, as well as all rights of rehearing, review, reconsideration, appeal, judicial review or
6 any other administrative and/or judicial action, concerning the matters related to the
7 Interim Consent Agreement.

8 4. Respondent understands that this Interim Consent Agreement does not
9 constitute a dismissal or resolution of this matter or any matters that may be currently
10 pending before the Board and does not constitute any waiver, express or implied, of the
11 Board's statutory authority or jurisdiction regarding this or any other pending or future
12 investigations, actions, or proceedings. Respondent also understands that acceptance of
13 this Interim Consent Agreement does not preclude any other agency, subdivision, or
14 officer of this State from instituting civil or criminal proceedings with respect to the conduct
15 that is the subject of this Interim Consent Agreement. Respondent further does not
16 relinquish her rights to an administrative hearing, rehearing, review, reconsideration,
17 judicial review or any other administrative and/or judicial action, concerning the matters
18 related to a final disposition of this matter, unless she affirmatively does so as part of the
19 final resolution of this matter.
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21 5. Respondent acknowledges and agrees that upon signing this Interim
22 Consent Agreement and returning it to the Board's Executive Director, Respondent may
23 not revoke his acceptance of this Interim Consent Agreement or make any modifications to
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1 it. Any modification of this original document is ineffective and void unless mutually
2 approved by the parties in writing.

3 6. Respondent understands that this Interim Consent Agreement shall not
4 become effective unless and until it is signed by the Board's Executive Director.

5 7. Respondent understands and agrees that if the Board's Executive Director
6 does not adopt this Interim Consent Agreement, she will not assert in any future
7 proceedings that the Board's consideration of this Interim Consent Agreement constitutes
8 bias, prejudice, prejudgment, or other similar defense.

9 8. Respondent understands that this Interim Consent Agreement is a public
10 record that may be publicly disseminated as a formal action of the Board, and that it shall
11 be reported as required by law to the National Practitioner Data Bank.

12 9. Respondent understands that this Interim Consent Agreement does not
13 alleviate her responsibility to comply with the applicable license-renewal statutes and
14 rules. If this Interim Consent Agreement remains in effect at the time Respondent's
15 allopathic medical license comes up for renewal, she must renew her license if
16 Respondent wishes to retain her license. If Respondent elects not to renew her license as
17 prescribed by statute and rule, Respondent's license will not expire but rather, by
18 operation of law (A.R.S. § 32-3202), become suspended until the Board takes final action
19 in this matter. Once the Board takes final action, in order for Respondent to be licensed in
20 the future, she must submit a new application for licensure and meet all of the
21 requirements set forth in the statutes and rules at that time.

22 10. Respondent understands that any violation of this Interim Consent
23 Agreement constitutes unprofessional conduct under A.R.S. § 32-1401(27)(r) ("[v]iolating a
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1 formal order, probation, consent agreement or stipulation issued or entered into by the
2 board or its executive director under this chapter”).

3 11. *Respondent understands and agrees to the terms of this Interim*
4 *Consent Agreement.*

5 *Laura Sherman*
6 LAURA KATHRYN SHERMAN, M.D.

DATED: 1/27/16

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8 EXECUTED COPY of the foregoing e-mailed
9 this 28th day of January, 2016 to:

10 Laura Kathryn Sherman, M.D.
Address of Record

11 ORIGINAL of the foregoing filed
12 this 28th day of January, 2016 with:

13 Arizona Medical Board
14 9545 E. Doubletree Ranch Road
Scottsdale, AZ 85258

15 *Maury Bailey*
Arizona Medical Board Staff